



GAIL FARBER, Director

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

May 10, 2016

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

34 May 10, 2016

LORI GLASGOW
EXECUTIVE OFFICER

**LOS ANGELES COUNTY WATERWORKS DISTRICT NO.40, ANTELOPE VALLEY
UTILITY AGREEMENT WITH THE STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION FOR THE
STATE ROUTE 138 SEGMENTS 8 AND 9 WIDENING PROJECT
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

This action is to execute a Utility Agreement between the Los Angeles County Waterworks District No. 40, Antelope Valley, and the State of California Department of Transportation.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE
LOS ANGELES COUNTY WATERWORKS DISTRICT NO.40, ANTELOPE VALLEY:**

1. Find that the recommended action is exempt from the California Environmental Quality Act, for the reasons stated in this letter and in the record of the project.
2. Approve and authorize the Director of Public Works or her designee to execute Utility Agreement No. 7UA-13170.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action will find the proposed relocation of the Los Angeles County Waterworks District No. 40, Antelope Valley (District) facilities is exempt from the California Environmental Quality Act (CEQA) and will authorize the execution of the Utility Agreement No. 7UA-13170 in a form substantially similar to the enclosed agreement.

The execution of this agreement will obligate the State of California Department of Transportation to reimburse the District actual and necessary costs and expenses incurred and charged in association with the relocation of the District's water mains to accommodate the State Route 138 Segments 8 and 9 Widening Project.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness/Fiscal Sustainability (Goal 1) and Community Support and Responsiveness (Goal 2) by collaborating with the State to accommodate the proposed widening of State Route 138 to enhance safety and improve congestion.

FISCAL IMPACT/FINANCING

There will be no impact on the County General Fund.

The estimated construction cost to complete this project is \$1,800,000. The total project cost is estimated to be \$2,800,000. In addition to the construction contract cost, the total project cost includes the preparation of plans and specifications, construction survey, materials testing and reporting, inspection, contract administration, contingency, and other County of Los Angeles services. Funding for this project is included in the Waterworks District 40 Accumulative Capital Outlay Fund Fiscal Year 2015-16 Budget.

The execution of this agreement will obligate the State to reimburse the District actual allowable costs and expenses incurred in association with the proposed relocation of water mains.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The District owns, operates, and maintains underground water mains and appurtenances along State Route 138. The water mains are located within easements or the existing State right of way. The State is proposing to widen State Route 138 to four lanes to enhance safety and improve congestion. The District's facilities are in conflict with the State's project, including the proposed storm drains and other widening improvements. The District's facilities will require relocation for the State to initiate its proposed project. The State has agreed that it is fully responsible for all relocation costs estimated at \$2.8 million. The District will have the same rights in the new location that it had in the old location.

The agreement with the State incorporates provisions of 23 Code of Federal Regulations (CFR) 635.410, Buy America. The Buy America requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), Section 1518; 23 CFR 635.410 requires that all manufacturing processes occur in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the Federal Highway Administration. This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded materials cited in the State's guidelines for the implementation of Buy America requirements for utility relocations issued on December 3, 2013.

The proposed actions would allow the District to immediately seek reimbursement for design costs and will allow the District to be reimbursed for proposed construction once work begins.

Once construction completion deadline and contract methods are explored, we will return to the Board with recommendations to establish a project, a project budget, and the most appropriate and

cost-effective construction delivery method for the completion of the proposed relocation work.

ENVIRONMENTAL DOCUMENTATION

The proposed actions do not constitute a project and are exempt from review under the State CEQA Guidelines, Sections 15378(b)(5) and 15061(b)(3). Execution of the agreement is an organizational or administrative activity of government that will not result in direct or indirect physical changes to the environment.

Additionally, the proposed relocation of the District's facilities entails minor alteration of existing public facilities to a location in the same site, with negligible or no expansion of use and capacity, and is a relocation of utilities, which are within classes of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15301 and 15302(c) of the State CEQA Guidelines and Classes 1 and 2 (c) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, the relocation work is not in a sensitive environment, and there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the exemptions inapplicable based on the project records.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services or projects during the performance of the recommended action.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Waterworks Division.

Respectfully submitted,



GAIL FARBER

Director

GF:AA: dvt

Enclosures

c: Chief Executive Office (Rochelle Goff)
County Counsel
Executive Office

UTILITY AGREEMENT

RW 13-5 (REV 12/2012)

DISTRICT 7	COUNTY Los Angeles	ROUTE 138	POST MILE 58.5/60.2	PROJECT ID EA293501/0713000215
FEDERAL AID NUMBER			OWNER'S FILE NUMBER Los Angeles County Dept. of Public Works	
FEDERAL PARTICIPATION On the Project <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No On the Utilities <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				

Owner Payee Data No. _____ or Form STD 204 is attached **UTILITY AGREEMENT NO. 7UA-13170****DATE _____**

The State of California acting by and through the Department of Transportation, hereinafter called "STATE" proposes to construct the Route LA-138 Freeway construction-widening project and **Los Angeles County Waterworks District No. 40, Antelope Valley**, POB 1460 Alhambra, CA 91802, herein after called "OWNER" owns and maintains, within the Community of Pearblossom, underground 6".10" and 12" water lines at drainage crossing, located along Route 138. The facilities are within the limits of STATE'S project area, which requires relocation to accommodate STATE'S project.

I. WORK TO BE DONE

In accordance with Notice to Owner No. 7UA-13170 dated **October 5, 2015**, OWNER shall relocate the referenced facilities that are in conflict with the proposed widening of Route 138.

All work shall be performed substantially in accordance with OWNER's Plans Noted within the Community of Pearblossom, relocation plans and Engineer's estimate, dated March 23, 2016, consisting of 13 sheets, a copy of which is on file in the District office of the Department of Transportation, 100 South Main Street, Los Angeles, California 90012. Deviations from the Owner's plan described above initiated by either the STATE or the OWNER, shall be agreed upon by both parties hereto under a revised Notice to Owner. Such revised Notices to Owner, approved by the STATE and acknowledged by the OWNER, will constitute an approved revision of the Owner's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to receipt by the OWNER of the revised Notice to Owner. Changes in the Scope of Work will require an amendment to this Agreement in addition to any revised Notice to Owner.

II. LIABILITY FOR WORK

The existing facilities are lawfully maintained in their present location and qualify for relocation at STATE expense under the provisions of Section (702) (703) of the Streets and Highways Code.

III. PERFORMANCE OF WORK

OWNER agrees to perform the herein described work with its own forces or to cause the herein described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform

work of this type, and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

Use of out-of-state personnel (or personnel requiring lodging and meal "per diem" expenses) will not be allowed without prior written authorization by State's representative. Requests for such authorization must be contained in OWNER's estimate of actual and necessary relocation costs. Accounting Form FA-1301 is to be completed and submitted for all non-State personnel travel per diem. OWNER shall include an explanation why local employee or contract labor is not considered adequate for their location work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the State's Department of Personnel Administration travel expense guidelines.

Pursuant to Public Works Case No. 2001-059 determination by the California Department of Industrial Relations dated October 25, 2002, work performed by OWNER's contractor is a public work under the definition of Labor Code section 1720(a) and is therefore subject to prevailing wage requirements. Owner shall verify compliance with this requirement in the administration of its contracts referenced above.

IV. PAYMENT FOR WORK

The STATE shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of five (5) copies of OWNER'S itemized bill signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, Federal Energy Regulatory Commission or Federal Communications Commission whichever is applicable.

It is understood and agreed that the STATE will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to the STATE for the "used life" or accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded cost as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by STATE of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to the STATE within 360 days after the completion of the work described in Section 1 above. If the STATE has not received a final bill within 360 days after notification of completion of Owner's work described in Section 1 of this Agreement, and STATE has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities, STATE will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If the STATE processes a final bill for payment more than 360 days after notification of

completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the STATE shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by STATE. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section 1, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this agreement, an Amended Agreement shall be executed by the parties to this agreement prior to the payment of the OWNER's final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have prior concurrence of the STATE.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit by State and/or Federal auditors. Owner agrees to comply with Contract Cost Principles and Procedures as set forth in 48CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and/or 18 CFR, Chapter 1, Parts 101,201, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse STATE upon receipt of STATE billing.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of STATE's request of October 05, 2015 to review study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If STATE's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, STATE will notify OWNER in writing and STATE reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of STATE under the terms of this agreement are subject to the passage of the annual Budget Act by the State Legislature and the allocation of those funds by the California Transportation Commission.

OWNER shall submit a Notice of Completion to the STATE within 30 days of the completion of the work described herein.

Upon completion of the work to be done by STATE in accordance with the above-mentioned plans and specification, the new facilities shall become the property of OWNER, and OWNER shall have the same rights in the new location that it had in the old location.

In addition, the provisions of 23 CFR 635.410, Buy America, are also incorporated into this agreement. The Buy America requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.

Owner understands and acknowledges that this project is subject to the requirements of the Buy America law (23U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance. Owner hereby certifies that in the performance of this Agreement, for products where Buy America requirements apply, it shall use only such products for which it has received a certification from its supplier, or providers of construction services that procures the product certifying Buy America compliance. This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded materials cited in the Department's guidelines for the implementation of Buy America requirements for utility relocations issued of December 3, 2013.

It is understood that said highway is a Federal aid highway and accordingly 23 CFR 645 is hereby incorporated in this Agreement by reference; provided, however, that the provisions of any agreements entered into between the STATE and the OWNER pursuant to State law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable Federal or State regulatory body and approved by the Federal Highway Administration, shall govern in lieu of the requirements of said 23 CR 645.

STATE will acquire new rights of way in the name of either the STATE or OWNER through negotiation or condemnation and when acquired in STATE's name shall convey same to OWNER by Director's Easement Deed.

Where the OWNER has prior rights in areas which will be within the highway right of way and where OWNER's facilities will remain on or be relocated on STATE highway right of way, Joint Use Agreement or Consent to Common Use Agreement shall be executed by the parties.

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

STATE: DEPARTMENT OF TRANSPORTATION

OWNER:

By _____
Name MICHELE GRAVES Date _____
Title District Utility Coordinator
Senior Right of Way Agent

By _____
Name _____ Date _____
Title _____

APPROVAL RECOMMENDED:

By _____
Name Cesar Aguilar Date _____
Title Utility Coordinator
Associate Right of Way Agent

UTILITY AGREEMENT NO. 13170

**THIS AGREEMENT SHALL NOT BE EXECUTED BY THE STATE OF CALIFORNIA –
 DEPARTMENT OF TRANSPORTATION UNTIL FUNDS ARE CERTIFIED.**

CT DOCUMENT	EVENT TYPE	DEPT	UNIT	PROJECT ID	PHASE	REPORTING	OBJ CODE	(N)	BFY	AMOUNT
	C401	2660				9				
	C401	2660				9				
	C401	2660				9				

PROJECT ID FUNDING VERIFIED	
Sign:>	
Print> R/W Planning and Management	Date

REVIEW/REQUEST FUNDING:	
Sign>	
Cesar Aguilar Utility Coordinator	DATE

THE ESTIMATED COST TO STATE FOR ITS SHARE OF THE ABOVE DESCRIBED WORK IS \$ 2,800,000.00.

CERTIFICATION OF FUNDS				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure shown here.				
Planning and Management				Date
ITEM	CHAP	STAT	FY	AMOUNT

FUND TYPE	PROJECT ID	AMOUNT
Design Funds		\$
Construction Funds		\$
RW Funds		\$2,800,000.00

Distribution: 2 originals to R/W Accounting
 1 original to Utility Owner
 1 original to Utility File